

Exhibit A

financial institution

(9) the term "financial institution" means a State or National bank, a State or Federal savings and loan association, a mutual savings bank, a State or Federal credit union, or any other person who, directly or indirectly, holds an account belonging to a consumer;

Source

15 USC § 1693a(9)

(/uscode/text/15/1693a#9)

Scoping language

As used in this
subchapter

Is this correct? okay or

not okay

Exhibit B



CAPITAL ONE, N.A.
P.O. BOX 85870
RICHMOND VA 23285 5870

July 22, 2021

RUBY M MURRAY
1311 LABELLE AVE
PITTSBURGH PA 15221

Case Reference Number: 021060916255149
CFPB File Number: 210608-6716866

Dear Ruby M. Murray,

We are writing in response to your submission to the Consumer Financial Protection Bureau, regarding your Capital One Auto Finance ("COAF") account ending in -8553. This matter was forwarded to Capital One for research and response.

Our records confirm we have previously responded to this matter on February 23, 2021. We have included a copy of that response for your records, along with an updated payment transaction history.

While we understand you would like COAF to modify the information we are reporting for this account, we have confirmed we accurately reported this account to the National Consumer Reporting Agencies ("NCRAs") as current 30 days past due for June 2021. Please note, it is COAF's policy to report the status of an account to the NCRAs as the account status reflects on the last day of the month.

We also confirmed we accurately reported the historical status of this account to the NCRAs as follows:

- 30 or more days past due for the months of November 2020, December 2020, and January 2021; and
- 60 or more days past due for the months of February 2021, March 2021, and April 2021.

Furthermore, COAF has responded accurately to the credit bureau dispute received to date associated with this account.

As we previously explained, we are accurately reporting your account to the credit reporting agencies, and we respectfully decline your request to change our accurate reporting of this account to the NCRAs, remove this tradeline from your credit bureau report, or for

Exhibit C

compensation. Additionally, we also respectfully decline your request to cancel the account balance, or to provide a lien-free title.

Capital One Auto Finance is upholding our previous response. As this issue has been previously addressed, we may not respond to any future requests regarding this matter.

Sincerely,

***Office of the President,
Capital One Auto Finance***

Enclosures

cc: Consumer Financial Protection Bureau



Exhibit D

Transaction History Report

Date: 2/22/2021

Time: 3:49:50PM

Account # 62062764885531001														
Borrower: RUBY M MURRAY					Transaction Type: ALL Transaction Level: ALL From: 08/22/2000 To: 02/22/2021									
Process Date	Seq	Interest	Principal	Misc1	Balance	Effective Date	Tr.Code	Action/Field	Change Data	Misc3 N	Total	Int Adj	Desc	
01/09/2021	003					01/09/2021	29	900	IEU .00 NEXT DUE 12/30/20					
01/09/2021	002	252.40	47.60	.00	23,939.31	01/09/2021	30	A			300.00	.00	ACHP	
12/14/2020	003					12/14/2020	29	900	IEU .00 NEXT DUE 11/30/20					
12/14/2020	002	637.38	262.62	.00	23,986.91	12/14/2020	30	A			900.00	.00	DBTP	
10/10/2020	003					10/10/2020	29	900	IEU .00 NEXT DUE 10/30/20					
10/10/2020	002	306.41	193.59	.00	24,249.53	10/10/2020	30	A			500.00	.00	DBTP	
09/09/2020	003					09/09/2020	29	900	IEU .00 NEXT DUE 09/30/20					
09/09/2020	002	397.82	152.18	.00	24,443.12	09/09/2020	30	A			550.00	.00	DBTP	
08/11/2020	001	.00	24,595.30		24,595.30	07/31/2020	22				.00	109.40		

Exhibit E

Object 006JIAKI (Page 14 of 47)

This is a Copy of the Customer Completed signed electronic form held by RouteOne LLC.

LAW 553-PA-e 12/19**RETAIL INSTALLMENT SALE CONTRACT
SIMPLE FINANCE CHARGE**

Buyer Name and Address (Including County and Zip Code) Ruby Morgan Brandy Murray 1311 Labelle Ave Pittsburgh, PA 15221-1631 ALLEGHENY	Co-Buyer Name and Address (Including County and Zip Code) N/A	Seller-Creditor (Name and Address) * Carvana LLC 1300 Brockwell Street Bridgeville, PA 15017
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You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements in this contract. You agree to pay the Seller - Creditor (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-In-Lending Disclosures below are part of this contract.

New/Used	Year	Make and Model	Mfg Gross Vehi- cular Weight	Vehicle Identification Number	Primary Use For Which Purchased
Used	2017	Honda CR-V	N/A	2HKRW2H87HH618250	Personal, family, or household unless otherwise indicated below <input type="checkbox"/> business <input type="checkbox"/> agricultural <input type="checkbox"/> N/A

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.	Total Sale Price The total cost of your purchase on credit, including your down payment of
14.80 %	\$ 12,657.50	\$ 24,595.30	\$ 37,252.80	\$ 2,900.00 is \$ 40,152.80

Your Payment Schedule Will Be:

(e) means an estimate

Number of Payments	Amount of Payments	When Payments Are Due
72	\$ 517.40	Monthly beginning 08/30/2020
N/A	\$ N/A	N/A N/A

N/A

Late Charge. If payment is not paid in full within 10 days after it is due, you will pay a late charge. If the vehicle is a heavy commercial motor vehicle, the charge will be 4% of the part of the payment that is late. Otherwise, the charge will be 2% of the part of the payment that is late.

Prepayment. If you pay early, you will not have to pay a penalty.

Security Interest. You are giving a security interest in the vehicle being purchased.

Additional Information: See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date and security interest.

Returned Check Charge: You agree to pay the costs we actually pay to others if any check you give us is dishonored.

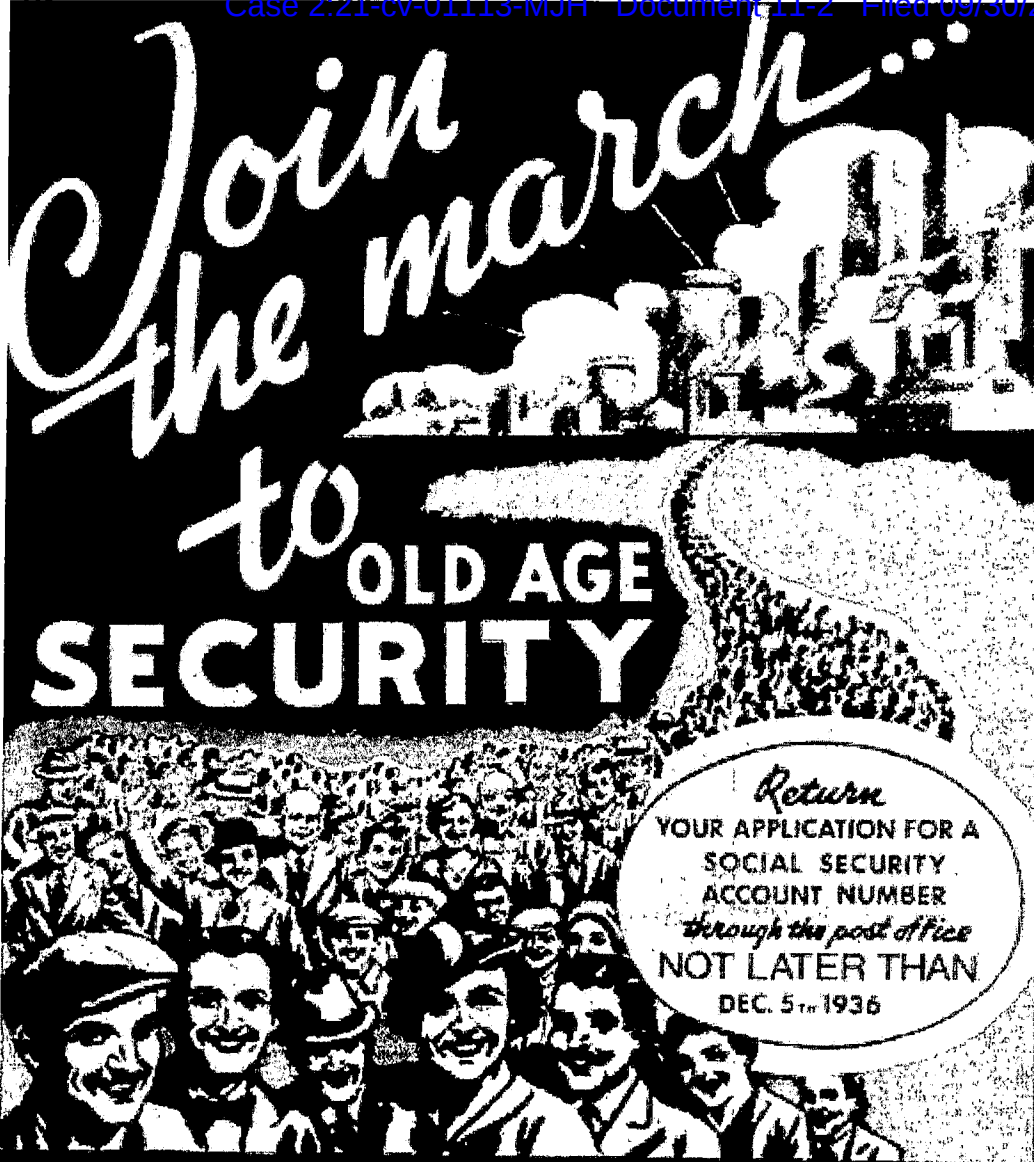
NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

If you do not meet your contract obligations, you may lose the vehicle.

Electronic Contracting and Signature Acknowledgment. You agree that (i) this contract is an electronic contract executed by you using your electronic signature, (ii) your electronic signature signifies your intent to enter into this contract and that this contract be legally valid and enforceable in accordance with its terms to the same extent as if you had executed this contract using your written signature and (iii) the authoritative copy of this contract ("Authoritative Copy") shall be that electronic copy that resides in a document management system designated by us for the storage of authoritative copies of electronic records, which shall be deemed held by us in the ordinary course of business. Notwithstanding the foregoing, if the Authoritative Copy is converted by printing a paper copy which is marked by us as the original (the "Paper Contract"), then you acknowledge and agree that (1) your signing of this contract with your electronic signature also constitutes issuance and delivery of such Paper Contract, (2) your electronic signature associated with this contract, when affixed to the Paper Contract, constitutes your legally valid and binding signature on the Paper Contract and (3) subsequent to such conversion, your obligations will be evidenced by the Paper Contract alone.

True and Accurate Completed Copy - UCC Non-Authoritative Copy

True and Accurate Completed Copy - UCC Non-Authoritative Copy

**WHO IS ELIGIBLE**

EVERYBODY WORKING FOR SALARY OR WAGES (WITH ONLY A FEW EXCEPTIONS, SUCH AS AGRICULTURE, DOMESTIC SERVICE, AND GOVERNMENT WORK). APPLICATIONS FOR SOCIAL SECURITY ACCOUNTS ARE AVAILABLE THROUGH EMPLOYERS. IF YOU DO NOT HAVE ONE THROUGH YOUR EMPLOYER, ASK FOR ONE AT THE POST OFFICE.

HOW TO RETURN APPLICATION

- 1. HAND IT BACK TO YOUR EMPLOYER, or
- 2. HAND IT TO ANY LABOR ORGANIZATION IF YOU ARE A MEMBER, or
- 3. HAND IT TO YOUR LETTER CARRIER, or
- 4. DELIVER IT TO LOCAL POST OFFICE, or
- 5. MAIL IT IN A SEALED ENVELOPE ADDRESSED TO POST MASTER, LOCAL. DO IT NOW - NO POSTAGE NEEDED.

- *Social Security Board*

INFORMATION

**MAY BE OBTAINED
AT ANY POST OFFICE**

Exhibit H

UNITED STATES OF AMERICA
BEFORE THE
BOARD OF GOVERNORS OF THE FEDERAL RESERVE SYSTEM
WASHINGTON, D.C.

In the Matter of

CAPITAL ONE FINANCIAL CORPORATION
McLean, Virginia

Docket No. 20-014-B-HC

Cease and Desist Order Issued
Upon Consent Pursuant to the
Federal Deposit Insurance Act, as
amended

WHEREAS, Capital One Financial Corporation, McLean, Virginia (“COF”), a registered bank holding company, owns and controls Capital One N.A., McLean, Virginia, and Capital One Bank N.A. (USA), Glen Allen, Virginia (together, the “Banks”), both national banks regulated by the Office of the Comptroller of the Currency (“OCC”), and various nonbank subsidiaries (collectively with the Banks, “Capital One”);

WHEREAS, the Board of Governors of the Federal Reserve System (the “Board of Governors”) is the appropriate federal supervisor of COF;

WHEREAS, consistent with section 252.33(a)(2) of Regulation YY of the Board of Governors (12 C.F.R. § 252.33(a)(2)), COF is required to adopt an enterprise-wide risk management program designed to identify and manage risks across the consolidated organization;

WHEREAS, the Federal Reserve Bank of Richmond (the “Reserve Bank”) previously identified deficiencies in COF’s enterprise-wide risk management program;

Exhibit I

- (v) the Lending Agreement or any other agreement delivered or executed in connection with the Lending Agreement ceases, for any reason, to be in full force and effect, or any person so asserts or any security interest or lien created hereby ceases to be enforceable or have the same effect and priority purported to be created hereby;
- (vi) the creation of an encumbrance upon Collateral, or placement of a levy, judicial seizure of, or an attachment upon Collateral;
- (vii) whenever the Bank deems itself insecure with respect to the financial condition of the Borrower or the Borrower's ability to perform its Obligations.

FRB Lending Documents has the meaning set forth in Section 8 of this Operating Circular.

Indebtedness means the total of the Borrower's overdrafts (whether intraday or overnight) in its Account(s) and any penalties and charges thereon.

Insolvency means:

- (i) the condition of insolvency;
- (ii) that a proceeding relating to bankruptcy, insolvency, reorganization or relief of debtors, seeking to adjudicate an entity bankrupt or insolvent or seeking reorganization, adjustment, dissolution, liquidation or other relief with respect to the Borrower or the Borrower's debt is commenced;
- (iii) that an assignment for the benefit of the Borrower's creditors occurs;
- (iv) that a receiver, custodian, conservator, or the like is appointed for the Borrower or for any of its United States or foreign branches or agencies;
- (v) that the Borrower has been closed by order of its supervisory authorities, or a public officer has been appointed to take over such entity;
- (vi) that the Borrower ceases or refuses to make payments in the ordinary course of business, or admits in a record its inability to pay its debt as they become due;
- (vii) the Borrower's business is suspended, or any party has presented or filed a petition for winding-up or liquidating the Borrower; or
- (viii) any other circumstances that evince the Borrower's inability to pay its debts when due.

Fedwire Funds Service Schedule

Each calendar day that is not a holiday observed by the Federal Reserve Banks is a funds-transfer business day. The funds-transfer business day for each of the Federal Reserve Banks begins at 9:00 p.m. ET on the preceding calendar day (including if that preceding calendar day is a holiday observed by the Federal Reserve Banks) and ends at 7:00 p.m. ET. For example, on a Sunday preceding a Monday funds-transfer business day, the Fedwire Funds Service will open at 9:00 p.m. ET on Sunday for the Monday funds-transfer business day.

As permitted under Operating Circular 6, the Federal Reserve Banks have set cutoff times for various types of messages, including payment orders.

Type Code, Type of Message and Message Description

Type Code	Type of Message	Message Description	CONSUMER ↑ Natural Person
10	Customer message	A message in which the originator and/or beneficiary fields identify parties other than depository institutions	→ CAPITAL ONE N.A
15	Special account message	A message that can be sent only to/from prescribed accounts maintained at the Federal Reserve Bank of New York (generally, accounts for foreign central banks and international organizations)	
16	Bank message	A message in which the only parties to the funds transfer identified in the message are depository institutions	

As permitted under Operating Circular 6, the Federal Reserve Banks may extend a cutoff time or funds-transfer business day to facilitate special market needs.

SCHEDULE FOR PROCESSING ONLINE MESSAGES

This table states the times at which the Fedwire Funds Service processes online messages.

Messages	Times
Fedwire Funds Service begins processing online nonvalue messages sent using the FedPayments Manager application through the FedLine Advantage® Solution	8:35 p.m. ET on the preceding calendar day
Fedwire Funds Service begins processing (1) online payment orders and (2) online nonvalue messages sent through the FedLine Direct® Solution	9:00 p.m. ET on the preceding calendar day